

**A JOINT POWERS AGREEMENT BY AND BETWEEN THE CITIES OF
COON RAPIDS AND ANOKA
FOR THE CONSTRUCTION AND MAINTENANCE OF CERTAIN PUBLIC
UTILITIES WITHIN THE
CITY OF COON RAPIDS AND THE CITY OF ANOKA**

This Agreement made and entered this 5th day of March, 2012, by and between the City of Anoka, a municipal corporation herein after referred to as "Anoka" and the City of Coon Rapids, a municipal corporation herein after referred to as " Coon Rapids ".

WITNESSETH:

WHEREAS, Anoka and Coon Rapids share a common border, and

WHEREAS, Anoka has determined to reconstruct that city's infrastructure in an area identified as its "2012 Street Renewal Project". This project area being adjacent to the said common border, and

WHEREAS, Evidence indicates that the most efficient and cost-effective sanitary sewage disposal plan is to utilize existing sewer infrastructure within Coon Rapids, and

WHEREAS, Coon Rapids has indicated that capacity exists within that infrastructure to accommodate additional sanitary sewer flow, and

WHEREAS, Minnesota Statutes Section 471.59 authorizes political subdivisions of the State to enter into joint power agreements for the joint exercise of powers to each.

NOW, THEREFORE, it is mutually stipulated and agreed:

- 1 Purpose: Anoka will proceed to construct storm drainage, sanitary sewer, and watermain improvements within its 2012 Street Renewal Project area. In addition, a sanitary sewer connection will be made to the existing Coon Rapids sanitary sewer system located within the City of Coon Rapids on 115th Avenue near its intersection with Anoka's Ninth Avenue. The connection point is located approximately 100 feet southeast of this intersection and illustrated in the attached Exhibit A. The sewer connection will add sewage flow from 42 existing properties in Anoka to the Coon Rapids sewage flow. Coon Rapids will pay the Metro Waste Control Commission for this increased sewage flow caused by the additional properties within Anoka.
- 2 Method: The City of Anoka will provide all engineering services and shall cause the construction of the said 2012 Street Renewal Project, including the sanitary sewer connection within Coon Rapids.

3. Improvements: Improvements to be constructed shall be as indicated in the feasibility report for Anoka's 2012 Street Renewal Project.
4. Cost: The cost of this underground utility work shall be paid by the City of Anoka.
5. Sewer Charges: Upon connection to the sewer system constructed under this Agreement, the property owners within Anoka will be billed by the City of Anoka for sewer service in accordance with rates established by the City of Anoka. The City of Anoka will notify the City of Coon Rapids at such time as any new connection is made to the system. The City of Anoka will pay the City of Coon Rapids quarterly for all sewer connections contributing to the City of Coon Rapids' flow at the corresponding rate paid to the Metropolitan Council Wastewater Division. The quarterly flow will be based on the winter quarter consumption as metered by the City of Anoka.
6. Facility Ownership and Maintenance: The City of Anoka shall retain ownership of and shall maintain the sanitary sewer system to the point it connects to the Coon Rapids system at the above location within the City of Coon Rapids.
7. Inspection: The City of Anoka grants the City of Coon Rapids the right to install and periodically monitor the sewage flow in the sewer manhole located at the intersection of Ninth Avenue and Anoka's River Lane, to evaluate any infiltration or inflow that may be introduced into the sewage line.
8. Indemnity Notification: Each party hereto agrees to indemnify, defend and hold harmless the other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of its respective officers, agents, or employees relating to activities conducted under this Agreement.
9. Entire Agreement Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all Agreements and all negotiations between the parties relating to the subject matter thereof as well as any previous Agreement presently in effect between the parties relating to the subject matter thereof. Any alterations, variations, or modifications of the provisions of the Agreement shall be valid only when they have been reduced to writing and duly signed by the parties therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

CITY OF ANOKA

CITY OF COON RAPIDS

Phil Rice, Mayor

Tim Howe, Mayor

Tim Cruikshank, City Manager

Matt Fulton, City Manager

Approved as to Form

Stoney Hiljus, City Attorney